



User Services Terms and Conditions

1. General. This agreement (this "Agreement") is between Digital Info Security Company ("DISC") and the customer set forth below ("Customer"), together referred to as "Parties". This Agreement sets forth the terms and conditions pursuant to which DISC shall provide the service(s) ordered by Customer (the "Service") to Customer. This Agreement shall be effective on the date that this Agreement is executed by both DISC and Customer (the "Effective Date").
2. Term; Termination. For each Service ordered by Customer, this Agreement shall be effective on the Effective Date. This Agreement may be terminated by either party at the end of the Term by giving written notice at least 90 days prior thereto. If Customer terminates this Agreement pursuant to the terms of this Section 2, Customer agrees to notify DISC in writing using the following contacts:

via e-mail to: support@disecurityco.com
via facsimile to: 303-865-8304; Attention: Customer Support
via U.S. Postal Service to:
DISC
Digital Info Security Company
11030 Circle Point Road, Suite 100
Westminster, CO 80020

In addition, DISC may terminate this Agreement or suspend provision of the Service for convenience or immediately upon an event of default of Customer. An event of default includes (a) failure to pay any amount within ten (10) days of the applicable due date; (b) the filing of a petition in bankruptcy by or against Customer; or (c) any material breach of this Agreement, including, without limitation, DISC' acceptable use policy ("AUP"), which policy is posted on DISC' web site at www.disecurityco.com. Customer shall be entitled to terminate this Agreement upon an event of default of DISC including the filing of a petition in bankruptcy by or against DISC or any material breach of this Agreement by DISC. Termination or suspension of the Service shall not relieve Customer of its obligation to pay charges for the Service accrued through the date of termination or suspension.

3. Services and Compensation. Customer agrees to pay the rates and charges set forth in the subscription plan chosen online or set forth in the related Documents, which may be titled "Contractual Agreement," "Service Contract," "Scope of Services," "Service Agreement," "Scope Change," "Service Agreement Amendment," "Memorandum," "Proposal," "Order Form," "Price Sheet" or the like, which from time to time DISC will present to Customer. All such documents, when accepted by Customer, will be attached to and become a part of this

Agreement and are hereby incorporated by this reference. These subscription plans and “Service Contracts” are subject to terms of DISC’s cancellation policies set forth in Section 2 of this Agreement. Unless otherwise agreed upon in writing, recurring charges shall be invoiced monthly, beginning when the Service is first made available to Customer. Customer agrees to pay interest on all amounts not paid by the applicable due date at the rate of the lesser of (a) 1.5% per month or portion thereof or (b) the highest rate permitted by applicable law. Customer agrees to pay all taxes and fees assessed in connection with the Service, except for taxes based on DISC’ net income. DISC’ acceptance of this Agreement is subject to satisfactory completion by Customer of a credit check, and DISC reserves the right at any time to condition provision of the Service on reasonable assurance of payment. If a price increase is warranted, DISC will give the customer a full six month notice, via mail or email. The customer will not incur any price increase, penalties or termination fees during the six month notification period.

4. Expenses. DISC shall be reimbursed by Customer, unless otherwise stipulated in Service Documents, upon receipt of advice for all reasonable pre-approved travel and other business expenses incurred by DISC during the performance of its services hereunder.

5. Payment Information.

Customer agrees to the terms set forth by merchant account during online registration
or

Customer agrees that all fees will be paid to:

DISC
Digital Info Security Company
11030 Circle Point Road, Suite 100
Westminster, CO 80020

6. Independent Contractor. The parties intend by this Agreement to establish an independent contractor relationship between themselves and all the terms of the Agreement shall be interpreted in light of that intention. DISC shall have the right to determine the ways and means by which it conducts its business. Customer will not be permitted to exercise direct supervision or control over DISC or DISC’ employees in the accomplishment of any work other than to determine whether the end result of DISC’ work is in accordance with this Agreement and with Service Documents.

7. Limitation of Liability. IN NO EVENT SHALL DISC OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF DISC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL DISC’ LIABILITY FOR ANY SUCH DAMAGES EXCEED THE ACTUAL DOLLAR AMOUNT PAID BY CUSTOMER FOR

THE SERVICE DURING THE THREE (3) MONTH PERIOD PRIOR TO THE DATE THE DAMAGES OCCURRED OR THE CAUSE OF ACTION AROSE. DISC shall not be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, interruption of or delay in transportation or telecommunication service, act of its vendors or suppliers, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of the Service.

8. Indemnification. Customer shall indemnify, defend, and hold harmless DISC and its employees, affiliates, contractors, and agents from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to (a) any breach of this Agreement, including, without limitation, DISC' AUP (Acceptable Use Policy); (b) any work performed hereunder (c) any use of the Service or acts or omissions by Customer or any of its customers, employees, affiliates, contractors, or agents; or (d) any claims for infringement of any third-party rights arising from or related to the Customer Data.
9. Representations, Warranties, and Obligations of Customer. Customer represents and warrants that (a) it has and shall have full right and authority to enter into this Agreement and (b) its use and its customers' and other third-party users' use of the Service and the Customer Data (as defined below) shall not violate the terms of DISC' AUP (Acceptable Use Policy). Customer at all times shall retain copies of the Customer Data and shall be responsible for the editorial supervision of the Customer Data. For purposes of this Agreement, "Customer Data" shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code, and other materials transmitted or stored through the Service.
10. Rights and Obligations of DISC. DISC shall use commercially reasonable efforts to provide the Service in accordance with the applicable service level agreement ("SLA"), if any. SLA's will vary by product offering and will be defined in associated Service Documents.
11. Confidentiality. The parties will not themselves, or assist anyone else to, directly or indirectly, disclose to any person, firm, or corporation confidential information of each other now known or subsequently learned in the course of these discussions, or while DISC is performing services for Customer. Confidential information shall mean any information that relates to a party's research, development, trade secrets, services, technology, pricing, techniques and procedures, business affairs or that of any of its customers or affiliates, other than information in the public domain. Confidential information shall also mean anything referenced in Section 12 (Ownership) below. Under no circumstances, will DISC use any Customer information learned by it for any purpose other than for these discussions or to provide services to Customer. The parties further agree that any dissemination of confidential information within their respective business entities shall be restricted to a "need to know" basis for purposes of performing work or services or for purposes of discussions. The parties further agree to maintain and cause their respective employees, agents and subcontractors to maintain the nature of the obligations to each other strictly confidential and not to disclose any of the foregoing

confidential information to any third party without the other's written consent. In this regard, Customer and DISC further understand and agree that:

- a. Each party will (i) hold the Confidential Information of the other party in strict confidence including, without limitation, taking all precautions each respective party employs with respect to its confidential information and materials; (ii) not divulge any such Confidential Information or any information derived therefrom to any third party (except employees, agents and consultants, subject to the conditions stated below); (iii) not make any use whatsoever at any time of such Confidential Information (except to facilitate discussions concerning a strategic relationship with the other party to this Agreement); (iv) not remove or export from the United States or re-export any such Confidential Information except in compliance with all licenses and approvals required under applicable export laws and regulations; (v) not copy, alter, modify, disassemble or reverse engineer any such Confidential Information; and (vi) not solicit any customers identified in the customer lists of the other party to this Agreement (vii) not solicit any employee of the other party nor retain services of any employee of the other party. All employees, agents or consultants given access to any Confidential Information must have a legitimate "need to know" and shall be similarly bound in writing. Without granting any right or license, each party agrees that Confidential Information does not include any information that the receiving party can document (i) is or becomes (through no improper action or inaction by the receiving party or any employee, agent, consultant or affiliate) generally available to the public, (ii) was in its possession or known by it prior to receipt from the disclosing party, (iii) was rightfully disclosed to it by a third party without restriction, or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party may make disclosures required by law or court order provided the receiving party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the disclosing party to participate in the proceeding.
- b. Immediately upon a request by a disclosing party at any time, the receiving party will, at the disclosing party's discretion, turn over to the disclosing party and/or destroy or delete off of the receiving party's systems, all Confidential Information of the disclosing party and all documents or media containing any such Confidential Information and all copies or extracts thereof. The receiving party understands that nothing requires the disclosing party to proceed with any proposed transaction or relationship.
- c. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement.
- d. Each party acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the receiving party or third parties to unfairly compete with the disclosing party resulting in irreparable harm to the disclosing party, and therefore, that upon any such breach or any threat thereof, the disclosing party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the receiving party from any loss or harm in connection with any breach or enforcement of the receiving party's obligations hereunder. The receiving party

will notify the disclosing party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

- e. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the state of Colorado without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire Agreement between the parties with respect to the subject matter hereof. No waiver, modification or assignment of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver.
 - f. The obligations of the receiving party to protect the Confidential Information shall terminate three (3) years after the date of each disclosure of Confidential Information.
12. Ownership. Customer shall remain the owner of any and all Customer data, including raw data downloads from Customer data sources such as clearing agents, custodians, data vendors and the like, Customer data manipulated or otherwise processed by DISC. In the event this Master Agreement or a Service Document is terminated or not renewed for any reason whatsoever, DISC will return to Customer all data in written, printed, or electronic form after the then current deconversion fee is paid. DISC will provide written confirmation to Customer that any and all data at DISC has been destroyed or irretrievably deleted. DISC agrees to use reasonable measures to maintain the confidentiality of Customer data, except disclosure pursuant to valid judicial or administrative process from a court or agency with jurisdiction over DISC, Customer, or such data or as otherwise required by law. Other information, data, and databases provided by DISC, as part of the accomplishment of any work, not imported or incorporated into Customer's data or databases, will remain the property of DISC. As part of providing services to Customer, DISC will from time to time use software either belonging to DISC or third parties. Any software, applications, scripts, code, or methodologies, used as part of the accomplishment of any work, developed or purchased by DISC, will remain the property of DISC. All other software used by DISC as part of the accomplishment of any work, will remain the property of DISC. All hardware and hardware components used by DISC as part of the accomplishment of any work will remain the property of DISC.
13. Release of Records. Upon demand, Customer authorizes DISC to release any records stored on behalf of Customer to any legitimate regulatory agency making such demands. DISC agrees to not undertake the preparation/delivery of records in a fashion that would result in additional charges to Customer unless first approved by Customer.
14. Hiring of Personnel. Without the prior written consent of DISC, Customer shall not recruit or hire any DISC employee, contractor or former employee or contractor until one (1) year after termination of this Master Agreement and until one (1) year after employee is no longer employed at DISC. In the event that Customer hires any personnel under this Master Agreement, Customer shall pay DISC, within thirty (30) days of the date of such hiring, an

amount equal to fifty percent (50%) of the total first year compensation Customer pays such personnel as a fee for the additional benefit Customer obtains.

15. Notice. Any notice required or permitted to be given hereunder shall be sufficient if in writing, and if sent by registered or certified mail or other overnight carrier or messenger service, postage prepaid, addressed as follows:

If to Customer:
Customer Name
Address
Phone

If to DISC:
Digital Info Security Company
11030 Circle Point Road, Suite 100
Westminster, CO 80020

(303) 865-8300

or to such other address as the parties hereto may specify, in writing, from time to time.

16. Assignment. Customer shall not assign this Agreement without the prior written consent of DISC, which consent shall not be unreasonably withheld.
17. Waiver of Breach. Any waiver by either party of a breach of any provision of this Master Agreement shall not operate as or be construed as a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Any dispute related to this Agreement shall be submitted for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award entered therein may be entered in any court of competent jurisdiction. The venue for any such arbitration shall be the city of Denver, CO.
19. Arbitration. Customer understands and agrees that, to the extent permitted by law, all claims arising out of this Agreement will be resolved through arbitration. In this regard, Customer and DISC further understand and agree that:
- a. Arbitration is final and binding on the parties;
 - b. The parties are waiving their rights to seek remedies in court, including the right to jury trial;
 - c. Pre-arbitration discovery is generally more limited than and different from court proceedings;

- d. The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrator is strictly limited; and
- e. The arbitration site will be Denver, CO under the applicable state laws.

Such arbitration will be conducted according to the securities arbitration rules then in effect of the American Arbitration Association. Customer understands that DISC may initiate arbitration by serving or mailing a written notice to the other parties hereto by certified mail, return receipt requested. The notice must specify which rules will apply to the arbitration. This specification will be binding on the other parties. Any award the arbitration panel makes will be final, and judgment on it may be entered in any court having jurisdiction. This arbitration provision shall be enforced and interpreted exclusively in accordance with applicable Federal law, including the Federal Arbitration Act.

- 19.1. Legal Fees. Parties agree to request that the Arbitrator determine the prevailing party on a claim-by-claim basis and in determining who is the prevailing party, allocate legal fees and costs on an equitable basis considering the complexity of the claims and the amount of damages awarded, and limit the dollar amount that can be awarded to the prevailing party to the lower of \$5,000 or actual damages awarded on its claims. Legal fees and costs may not exceed the award amount.
- 20. Headings. The headings of the Sections herein are for convenience or reference only and are not to be considered in construing this Agreement.
- 21. Survival. The representations, warranties, covenants, and agreements contained in or made pursuant to this Agreement shall survive the termination of this Agreement.
- 22. Modification. This Agreement and any Service Documents set forth the entire understanding of the parties with respect to the subject matter hereof, supersede all existing agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.
- 23. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 24. Separability. If any provision of this Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
- 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Software End User License.

- 26.1. Subject to compliance with this, DISC grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the object code form of the licensed software and applicable documentation (the “software”), internally for the collection and processing of Customer’s data, by the number of licensed users paid for. A “licensed user” means a Customer employee who has been authorized by Customer to use the software per the terms of this Agreement. In this Agreement, DISC grants to Customer a license for use of the DISC’ proprietary software or third party’s software. Legal use of any instant messaging or email network is between Customer and the network provider, not DISC or third party software vendors. Use of an instant messaging or email network may require Customer to agree to the network provider's end user license Agreement. DISC reserves all rights not expressly granted to Customer in this Agreement.
- 26.2. Customer shall not, and shall not allow third parties to, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the software (except to the extent that applicable law prohibits reverse engineering restrictions); modify, translate, or create derivative works based on the software; or copy (except for archival purposes), sublicense, resell, rent, lease, distribute, assign, or otherwise transfer rights to the software or use the software for timesharing or service bureau purposes. Customer shall not remove, deface or obscure any copyright, trademark or other proprietary notice contained in the software. Customer shall not transfer, transmit, export, or re-export the software or portion thereof in violation of any export control laws or regulations administered by the U.S. commerce department or any other government agency.
- 26.3. As between the parties, DISC and its licensors shall own all right, title, and interest in and to the software, technology, information, code or software provided to Customer, including all aspects, portions, copies or modifications thereof. No rights or licenses are granted except those expressly and unambiguously set forth in Section 26.1 above.
- 26.4. Except for breach of Section 11 of this Agreement, confidentiality, and Section 8 of this Agreement, indemnification, neither DISC nor its licensors shall be liable or obligated with respect to any subject matter of this Agreement or under contract, negligence, strict liability or any other legal or equitable theory (i) for any amounts in excess in the aggregate of the amounts paid to DISC under the terms of this Agreement, (ii) for any cost of procurement of substitute goods, technology, services or rights; (iii) for any special, incidental or consequential damages; (iv) for interruption of use or loss or corruption of data; or (v) for any matter beyond its reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply.

27. Warranty, Disclaimer.

- 27.1. DISC warrants to Customer that (a) the software furnished hereunder shall be free from significant programming errors and defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions as set forth in any then-current documentation for a period of thirty (30) days following delivery, and (b) that the services provided hereunder shall be performed in a good and workmanlike manner. If at any time following delivery, Customer shall discover

one or more material or significant defects or errors in the software or services, or any other respect in which the software fails to conform to the provisions of the foregoing warranty, DISC shall, as Customer's sole and exclusive remedy, use reasonable efforts to correct such defect, error or non-conformity provided that Customer provides adequate notice and description of the defect or error to DISC prior to the expiration of the warranty period. DISC shall have a reasonable time period, not to exceed seven (7) days, to correct such defect or error. If such defect is not corrected after seven (7) days from the notification, this Agreement shall be immediately terminated and DISC shall be responsible for all cost and damages, with in the limitations outlined in Section 7, resulting from such failure of the software.

27.2. Customer acknowledges and agrees that DISC shall not be responsible for the software or service unavailability due to (i) outages caused by the failure of public network or communications components or (ii) errors in the html coding in, or any other aspect of, the electronic files provided by Customer.

27.3. Except as stated in this Section 27, all information, technology and services provided by DISC or its licensors hereunder are provided "as is" without any representations or warranties of any kind, express or implied. Without limiting the generality of the foregoing, DISC and its licensors expressly disclaim any implied warranties of merchantability, fitness for a particular purpose or non-infringement with respect to such information technology and services. DISC and its licensors make no warranty regarding freedom from bugs or uninterrupted use.

Acceptable Use

Digital Info Security Company ("DISC") has published this acceptable use policy ("AUP") in an effort to enhance the use of the Internet by promoting responsible use and in an effort to provide a reliable, high-quality service to its customers. In that regard, DISC requires its customers and other third-party users (collectively, its "Users") to utilize DISC' services and network responsibly and in compliance with all applicable laws and the terms of this AUP. This AUP supplements rather than supersedes any and all agreements between a User and DISC with respect to the use of DISC' services and network by such User. Use by a User of DISC' services or network constitutes acceptance by such User of the terms of this AUP.

Prohibited Conduct

Users may not use DISC' services or network (i) in violation of any applicable local, state, or federal law or regulation; (ii) in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property; (iii) to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate; (iv) to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam; (v) to transmit any materials that harass another person or entity; or (vi) to transmit viruses, Trojan horses, or other materials harmful to any network or equipment or other Users or third parties.

System and Network Security

Users may not use DISC' services or network to violate or to attempt to violate the security of any network, service, data, or other system without proper authorization, including, without limitation, (i) any attempt to access any network, service, data, or other system that such User is not authorized to access; (ii) any attempt to probe, scan, or test the vulnerability of any network, service, or system without proper authorization; (iii) any attempt to breach any security or authentication measures; (iv) any attempt to monitor data or traffic on any network

or system without proper authorization; (v) any attempt to interfere with service to any User, host, or network, including, without limitation, by means of overloading, mailbombing, flooding, crushing, or any denial of service attacks; (vi) any attempt to forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting; or (vii) any attempt to utilize another User's account name without proper authorization.

Spamming

Users may not use DISC' services or network to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). For purposes of this AUP, an e-mail message shall be deemed to be unsolicited if (i) it is sent to a recipient (a) who has not expressly requested or invited it, (b) with whom the sender does not have an existing personal or business relationship, or (c) who has requested that the sender not send it any further e-mail messages or (ii) such e-mail message is considered to be unsolicited under any applicable local, state, or federal law or regulation. In addition, Users are prohibited from using the services or network of another provider to send spam or to promote a site hosted on or connected with DISC' services or network.

Usenet

All postings to Usenet groups must comply with such group's charter, rules, guidelines, and agreements (collectively, "Usenet Policies"). In addition to any such Usenet Policies, Users may not use DISC' services or network to post the same or similar messages to one or more Usenet groups (commonly known as "Usenet spam").

e-mail limits

In order to ensure server stability and uptime of the mail server, the following limits shall apply to all Users of DISC e-mail: size per message: 15 MB (incoming and outgoing. Messages that exceed the above limit shall be rejected.

Consequences

If DISC determines that a User has violated any of the terms of this AUP, DISC shall have the right in its sole discretion (i) to demand immediate removal of the violating material and/or (ii) to terminate or to suspend such User's services. DISC may involve and shall cooperate with law enforcement authorities if criminal activity is suspected. In addition, Users who violate this AUP may be subject to civil or criminal liability. DISC shall not be liable for any damages suffered by any User or third party resulting directly or indirectly from any actions taken by DISC pursuant to this AUP. In order to protect the DISC network and all Users utilizing the DISC network, DISC shall have the right, immediately and without prior notice, to terminate routing of a User's assigned IP address space in the event such User is under a network-based attack; however, DISC shall use reasonable efforts to reinstitute routing of such User's assigned IP address space in DISC' discretion following such network-based attack. In the event that a User experiences repeated network-based attacks, DISC reserves the right to suspend or terminate such User's services immediately and without prior notice.

Violation Reporting

Violations or potential violations of this AUP may be reported to DISC at Pete@disecurityco.com

Modifications

DISC reserves the right to modify this AUP from time to time without notice in DISC' sole discretion. Such modifications shall be effective when posted.